TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Council members

FROM/PHONE: Mark A. Kutney, AICP, Development Services Director/ (954) 797-1101

SUBJECT: Site Plan Modification SP 5-8-03, Stonebrook Estates, generally located at south of SW 26 Street, between SW 130 Avenue and Flamingo Road

AFFECTED DISTRICT: District 4

TITLE OF AGENDA ITEM: Site Plan Modification SP 5-8-03, Stonebrook Estates, LTD., Stonebrook, E (Estate District)

REPORT IN BRIEF: The applicant requests a site plan modification to the previously approved site plan (SP 2-8-95) for Stonebrook Estates. The applicant is requesting to modify the side setbacks from 25 feet to 15 feet, and rear setbacks from 40 feet to 50 feet for twenty-two (22) undeveloped lots. The subject site of Stonebrook is zoned E (Estate) zoning district that was repealed by the Town Council in October 1996. In light of this fact, staff determined that the most appropriate mechanism to modify the site plan is by the form of a developer's agreement.

The lot size of these twenty-two (22) lots ranges from 35,000 square feet to 72, 000 square feet in area. The modification will not affect the maximum lot coverage (40%) and the open space ration in the overall development. To mitigate the impact of the project, the developer agrees to contribute \$10,000 to the Town's tree mitigation fund for the purchase and installation of trees and landscaping at the Oakhill Equestrian Park and the Old Davie School Sites.

PREVIOUS ACTIONS: None

CONCURRENCES: None

FISCAL IMPACT: None

RECOMMENDATION(S): Staff finds the subject application complete and suitable for transmittal to the Town Council for further consideration. In addition, the following condition shall be met prior to final site plan approval:

1. The design of each house shall be submitted for the Site Plan Committee approval at the time of construction.

Attachment(s): Planning Report, Resolution, Developer's Agreement, Land Use Map, Zoning and Aerial Map, Site Plan.

Application: SP 5-8-03 **Revisions:**

Exhibit "A" Original Report Date: 7/25/03

TOWN OF DAVIE

Development Services Department Planning and Zoning Division Staff Report and Recommendation

Applicantion Information

Owner: Petitioner:

Name: Stonebrook Estates Neal R. Kalis, Esq.

Address: 3000 West Stonebrook Circle 7320 Griffin Road, Suite 109

City: Davie, FL 33330 Davie, FL 33314 **Phone:** (954) 382-9500 (954) 791-0477

Background Information

Application History: No deferrals have been requested.

Application Request: Site plan modification for twenty-two (22) undeveloped lots out of a total of 129 single family lots within Stonebrook Estates.

<u>Address/Location:</u> Stonebrook Estates, generally located at south of SW 26 Street, between SW 130 Avenue and Flamingo Road.

Future Land Use Plan Designation: Residential (1 DU/AC)

Zoning: E (Estate District)

Existing Use: Vacant

<u>Proposed Use:</u> Single family homes

Lot Size: From 35,000 square feet to 72, 000 square feet

Parcel Size: 136 acres

Surrounding Uses of
Stonebrook Estates:Surrounding Land
Use Plan Designation:

Recreation & open space

Residential (1 DU/AC)

North: Single Family Homes & Open Space Residential (1 DU/AC), and

(Peico Estates)

South: Single Family Homes

(Kapok Village Estates)

East: Single Family Homes Residential (1 DU/AC)

(Flamingo Groves)

West: Single Family Homes Residential (1 DU/AC)

(Whispering Pines, Waldon Groves Estates)

Surrounding Zoning:

North: A-1 (Agriculture District) and AG (Agriculture District)

South: A-1 (Agriculture District) and R-1 (Estate Dwelling District)

East: A-1 (Agriculture District) and AG (Agriculture District)

West: A-1 (Agriculture District) and R-1 (Estate Dwelling District)

Zoning History

Previous Requests on same property:

Stonebrook Estates was rezoned to the Town of Davie Estate (E) zoning district on February 15, 1995;

On February 15, 1995, the Town Council approved the plat, Kapok Grove Estates (P 10-1-95).

On September 6, 1995, the Town Council approved the site plan (SP 2-8-95) for Stonebrook Estates to construct 129 single family homes on 136 acres.

In October 1996, the Town Council repealed the E (Estates District) (Ordinance No. 96-004).

APPLICATION DETAILS

The applicant's <u>SUBMISSION</u> indicates the following:

- 1. Site: This site plan modification includes twenty-two (22) undeveloped lots within Stonebrook Estates located at south of SW 26 Street and between SW 130 Avenue and Flamingo Road. The approved site plan (SP 2-8-95) consists of 129 lots on 136 acres. The lot size ranges from 35,000 square feet to 72,000 square feet in area. The approved side setbacks for these lots are 25 feet, and the approved rear setback is 40 feet on the previous site plan (SP 2-8-95) for Stonebrook Estates. The applicant is requesting to modify side setbacks for these 22 lots to 15 feet and the rear setback to 50 feet. The modification will not affect the maximum lot coverage (40%) and the open space ration in the overall development.
- 2. *Building:* All of these homes are costumer-designed houses. The design of each house will be submitted for the Site Plan Committee approval at the time of construction.
- 3. *Landscaping*: The landscaping design for the overall site will not be affected. The landscaping for the individual lot will remain the same as approved by the previous site plan in terms of quantity and species of landscaping materials.

Significant Development Review Agency Comments

All agency comments have been satisfied.

Applicable Codes and Ordinances

The effective Code of Ordinances governing this project is the Town of Davie Land Development Code.

Comprehensive Plan Considerations

<u>Planning Area:</u> The subject site is located in Planning Area 2. Planning Area 2 includes the westernmost section of the Town north of Orange Drive and south of SW 14 Street, and bound on the west by Interstate 75 and on the east by SW 100 Avenue. The predominant existing and planned land use is single family residential at a density of one dwelling per acre.

Broward County Land Use Plan: The subject site falls within Flexibility Zone 113.

Applicable Goals, Objectives & Policies: Future Land Use Plan, Objective 17: Land Use Compatibility and Community Appearance, Policy 17-3: Each development proposal shall be reviewed with respect to its compatibility with adjacent existing and planned uses.

Staff Analysis/Findings of Fact

Staff finds that the site plan is in conformance with all applicable Codes and Ordinances.

Staff Recommendation

Staff finds the subject application complete and suitable for transmittal to Town Council for further consideration. In addition, the following conditions shall be addressed prior to final site plan approval:

2. The design of each house shall be submitted for the Site Plan Committee approval at the time of construction.

Town Council Actions

Exhibits

1.	Developer's Agreement,	Site Plan, Future Land	Use Map, Zoning and Aeria	ıl Map.
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Prepared by: ____ Reviewed by: _

RESOLUTION NO.	
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A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE, AND STONEBROOK ESTATE, LTD, FOR A MODIFICATION TO THE STONEBROOK ESTATES SITE PLAN; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHERAS, Stonebrook Estates was rezoned to the Town of Davie Estate (E) zoning district on February 15, 1995; and

WHERAS, the site plan for Stonebrook Estates was approved by the Town Council on September 6, 1995; and

WHERAS, subsequently, the Town Council repealed the Estate (E) zoning district; and

WHERAS, the Developer for Stonebrook Estates desires to amend the site plan for Stonebrook Estates to reduce the side setback and increase the rear setback for twenty-two (22) undeveloped lots; and

WHERAS, the Town of Davie has determined that a Developer's Agreement is the mechanism most appropriate due to designated zoning district no longer being a valid zoning district within the Town of Davie; and

WHERAS, the lots herein after described be (See attached Exhibit "A") shall reduce side setbacks from twenty-five (25) feet to fifteen (15) feet, and increase the rear setback from forty (40) feet to fifty (50) feet; and

WHERAS, the remaining lots shall adhere to the setbacks existing at the time of site plan approval; and

WHERAS, the developer agrees to provide the Town of Davie mitigation in the form of \$10,000 into the tree mitigation fund, providing that selected landscaping materials be placed within the Oakhill Equestrian Center and the Old Davie School site.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

<u>SECTION 1.</u> That the lots set forth on Exhibit "A" shall provide side setbacks of fifteen (15) feet, and a rear setback of fifty (50) feet.

<u>SECTION 2</u>. The Town Council of the Town of Davie does hereby authorize the Mayor and Town Administrator to enter into an Agreement, attached hereto as Exhibit "B", between Stonebrook Estates, LTD., and the Town of Davie, whereby the Town of Davie shall not issue any building permit for these twenty-two (22) lots prior to receive the mitigation in form of \$10,000 into the tree mitigation fund.

<u>SECTION 3</u>. The Town Administrator and Town Attorney are authorized to make and accept non-substantive revisions to the agreement in order for the agreement to be in final, recordable form.

<u>SECTION 4</u> . This Resolution adoption.	on shall take eff	fect immediately upon its passage and
adoption.		
PASSED AND ADOPTED THIS _	DAY OF	, 2003.
		MAYOR/COUNCILMEMBER
Attest:		
Tittest.		
TOWN CLERK		
APPROVED THIS DAY	(OF	_, 2003.

EXHIBIT "B"

Return recorded copy to:

Document prepared by:

Neal R. Kalis, Esq. Kalis & Kleiman, P.A. 7320 Griffin Road, Suite 109 Davie, FL 33314

DEVELOPER'S AGREEMENT

This is an Agreement, made and entered into by and between: The TOWN OF DAVIE, a municipal corporation, created and existing under the laws of the State of Florida, its successors and assigns, hereinafter referred to as "TOWN".

AND

STONEBROOK ESTATES, LTD., a Florida partnership, its successors and assigns, hereinafter referred to as DEVELOPER,

WHEREAS, the Site Plan for Stonebrook Estates was approved by the Town Council on September 6, 1995; and

WHEREAS, DEVELOPER is the owner of twenty-two (22) undeveloped lots situated within the KAPOK GROVE ESTATES plat which plat is recorded at Plat Book 160, Page 48 of the Public Records of Broward County, Florida. The legal description for each of the twenty-two (22) undeveloped lots is more specifically set forth on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, DEVELOPER has developed the KAPOK GROVE ESTATES property as the Stonebrook Estates project (the "Project") pursuant to approvals and permits granted by the

TOWN; and

WHEREAS, a portion of the Project including the twenty-two (22) undeveloped lots was approved and developed under the TOWN's E Zoning District which Zoning District was subsequently repealed; and

WHEREAS, DEVELOPER seeks to modify the approved side yard and rear yard building set backs relating to the twenty-two (22) undeveloped lots within the Project without altering the minimum open space and maximum lot coverage requirements.

NOW, THEREFORE,

IN CONSIDERATION of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the parties hereby agree as follows:

1. The above recitals and representations are true and correct and are incorporated herein.

2. EXISTING SET BACKS.

The DEVELOPER and the TOWN acknowledge and agree that the existing side yard building set backs for the twenty-two (22) undeveloped lots set forth on Exhibit "A" attached hereto comply with Code Such existing side yard building set backs are twenty-five feet (25"). The DEVELOPER and the TOWN acknowledge and agree that the existing rear yard building set backs for the twenty-two (22) undeveloped lots set forth on Exhibit "A" attached hereto comply with Code. Such existing rear yard building set back is forty feet (40").

3 MODIFICATION OF SET BACKS

The permitted side yard building set backs and rear yard building set backs for the twenty-two (22) undeveloped lots set forth on Exhibit "A" are hereby modified in such a manner so as to decrease the side yard building set back requirements and increase the rear yard building set back requirements in such a way such that the existing open space requirements and percentages pertaining to each effected lot remains unchanged. Specifically, DEVELOPER shall be permitted to reduce the side yard building set backs on each of the twenty-two (22) undeveloped lots set forth on Exhibit "A" from twenty-five feet (25) to fifteen feet (15). The rear yard building set backs on each of the twenty-two (22) undeveloped lots set forth on Exhibit "A" shall be increased from forty feet (40) to fifty (50) feet. The allowable maximum lot coverage prior to the date of this Agreement is forty percent (40%) and shall not exceed such percentage as a result hereof. To the extent that any building plans are submitted to the TOWN for approval and/or the issuance of building permits and such plans exceed the set backs provided for herein or the allowable maximum lot coverage, such plans shall not be approved nor shall building permits be issued by the TOWN.

4 DEVELOPER'S LUMP SUM CONTRIBUTIONS.

DEVELOPER shall, within thirty (30) days of the final approval and adoption of this Agreement by the TOWN, make a lump sum contribution to the TOWN's open space and recreation fund totalling \$10,600.00 in the aggregate which contribution is specifically designated for the purchase and installation of trees and landscaping at the Oak Hill Equestrian Park and Old Davie School properties. Five Thousand Dollars (\$5,000.00) of Developer's contribution shall be allocated for the Oak Hill Equestrian Park and Five Thousand Dollars (\$5,000.00) of Developer's contribution shall be allocated for the Old Davie School. Such contributions are additional consideration for this Agreement.

5. <u>COMPLIANCE WITH APPROVED SITE PLAN.</u>

DEVELOPER agrees that, except as specifically provided for herein, DEVELOPER shall comply with the requirements and restrictions set forth in the site plan approval given by the TOWN for the Project.

6. **RECORDATION**.

DEVELOPER agrees that this Agreement shall be recorded in the Official Records of Broward County, Florida, against the property described in Exhibit "A" to put subsequent purchasers, grantees, heirs, successors and assigns of any interest in such property on notice of the obligations set forth herein, which shall run with the property.

ENFORCEMENT.

Nothing herein shall prevent the TOWN from enforcing the requirements of this Agreement against the owners, successors, or assigns in any part of the Project.

8 NOTICE.

Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by certified U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. Any notice sent to the Town shall be signed for by the Town Clerk or an authorized administrative officer of the Town so designated to sign for certified mail on behalf of the Town. For the present, the parties designate the following as the respective places for giving notice:

For the TOWN:

Town Clerk Town of Davie 6591 Orange Drive Davie, Florida 33314

For the DEVELOPER:

Stonebrook Estates, Ltd. 3000 West Stonebrook Circle Davie FL 33330

With a copy to:

Neal R. Kalis, Esq. Kalis & Kleiman, P.A. 7320 Griffin Road, Suite 109 Davie, FL 33314

9 VENUE: CHOICE OF LAW.

Any controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue sitis, and shall be governed by the laws of the State of Florida.

10. CHANGES TO FORM AGREEMENT.

DEVELOPER represents and warrants that there have been no amendments or revisions whatsoever to the form Agreement without the prior written consent of the TOWN Attorney's Office. Any unapproved changes shall be deemed a default of this Agreement and of no legal effect.

11. <u>CAPTIONS AND PARAGRAPH HEADINGS</u>

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.

12. NO WAIVER.

No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or

future waiver.

13. EXHIBITS.

All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference. Typewritten or handwritten provisions inserted in this Agreement or attached hereto shall control all printed provisions in conflict therewith.

14. FURTHER ASSURANCES

The parties hereby agree to execute, acknowledge and deliver and cause to be dene, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.

ASSIGNMENT AND ASSUMPTION.

DEVELOPER may assign all or any portion of its obligations pursuant to this Agreement to a grantee of the fee title to all or any portion of the property described in Exhibit "A." DEVELOPER agrees that any assignment shall contain a provision which clearly states that such assignment is subject to the obligations of this Agreement.

16. AMENDMENTS.

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the parties to this Agreement.

17. SEVERABILITY

In the event any terms or provisions of this Agreement are determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

18. TIME IS OF THE ESSENCE.

Time shall be of the essence for each and every provision hereof.

19 ENTIRE AGREEMENT.

This Agreement, together with the documents referenced herein, constitute the entire agreement and understanding between the parties with respect to the matters hereof, and there are no agreements, representations or warranties other than set forth herein.

		zed to execute same by TOWN COUNCIL, signing 2003, signing by and
through its	, duly authorized	to execute same on behalf of DEVELOPER.
		TOWN TOWN OF DAVIE,
ATTEST:		
Ву: То	wn Clerk	By Tom Truex, Mayor
Approved as to form:		
By: Monroe Kiar, Town A	Attorney	Dated this day of, 2003
STATE OF FLORIDA	:	
COUNTY OF BROWARD	: :	
* * * * * * * * * * * * * * * * *	oal corporation, w	ore me, the undersigned Notary Public in and for , 2003 by Tom Truex, Mayor of the ho is personally known to me or produced tion.
		Notary Public
		Printed Name:

Wittlesses:	DEVELOPER Stonebrook Estates, Ltd.
Print Name:	ByPrinted Name:
	Dated:
Print Name:	
STATE OF FLORIDA :	
COUNTY OF BROWARD	
the	efore me, the undersigned Notary Public in and for day of, 2003 by
partnership, who is personally known to me identification.	of Stonebrook Estates, Ltd., a Florida or produced as
	Notary Public Printed Name:

6.73ersams/FFICE/NPW INSWPDCCS'stondbrook' Disebber Agretinent for TOD012403, and

EXHIBIT "A"

Lot 81of KAPOK GROVE ESTATES as recorded in Plat Book 160, Page 48 of the Public Records of Broward County, Florida

Lot 82of KAPOK GROVE ESTATES as recorded in Plat Book 160, Page 48 of the Public Records of Broward County, Florida

Lot 83 of KAPOK GROVE ESTATES as recorded in Plat Book 160, Page 48 of the Public Records of Broward County, Florida

Lot 84of KAPOK GROVE ESTATES as recorded in Plat Book 160, Page 48 of the Public Records of Broward County, Florida

Lot 85of KAPOK GROVE ESTATES as recorded in Plat Book 160, Page 48 of the Public Records of Broward County, Florida

Lot 86of KAPOK GROVE ESTATES as recorded in Plat Book 160, Page 48 of the Public Records of Broward County, Florida

Lot 87of KAPOK GROVE ESTATES as recorded in Plat Book 160, Page 48 of the Public Records of Broward County, Florida

Lot 88cf KAPOK GROVE ESTATES as recorded in Plat Book 160, Page 48 of the Public Records of Broward County, Florida

Lot 89of KAPOK GROVE ESTATES as recorded in Plat Book 160, Page 48 of the Public Records of Broward County, Florida

Lot 90of KAPOK GROVE ESTATES as recorded in Plat Book 160, Page 48 of the Public Records of Broward County, Florida

Lot 91 of KAPOK GROVE ESTATES as recorded in Plat Book 160, Page 48 of the Public Records of Broward County, Florida

Lot 92of KAPOK GROVE ESTATES as recorded in Plat Book 160. Page 48 of the Public Records of Broward County, Florida

Lot 93 of KAPOK GROVE ESTATES as recorded in Plat Book 160, Page 48 of the Public Records of Broward County, Fiorida

Lot 94of KAPOK GROVE ESTATES as recorded in Plat Book 160, Page 48 of the Public Records of Broward County, Florida

Lot 95 of KAPOK GROVE ESTATES as recorded in Plat Book 160, Page 48 of the Public Records of Broward County, Florida

Lot 960f KAPOK GROVE ESTATES as recorded in Plat Book 160, Page 48 of the Public Records of Broward County, Florida

Lot 97of KAPOK GROVE ESTATES as recorded in Plat Book 160, Page 48 of the Public Records of Broward County, Florida

Lot 98of KAPOK GROVE ESTATES as recorded in Plat Book 160, Page 48 of the Public Records of Broward County, Florida

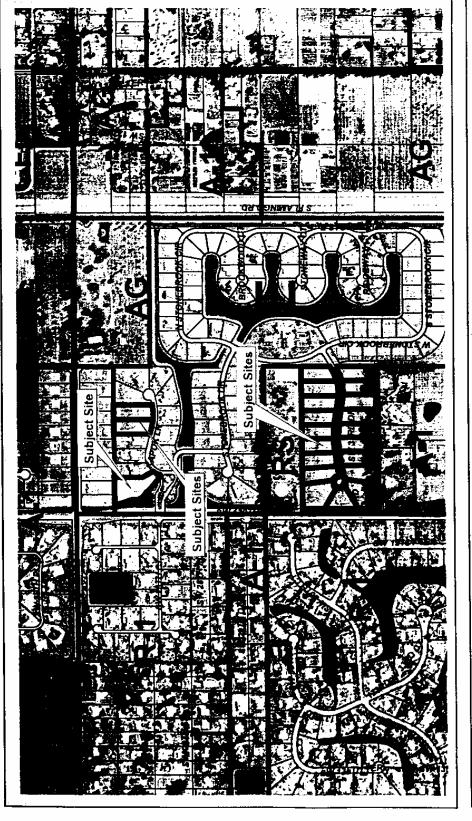
Lot 99of KAPOK GROVE ESTATES as recorded in Plat Book 160, Page 48 of the Public Records of Broward County, Florida

Lot 124 of KAPOK GROVE ESTATES as recorded in Plat Book 160, Page 48 of the Public Records of Broward County, Florida

Lot 125 of KAPOK GROVE ESTATES as recorded in Plat Book 160, Page 48 of the Public Records of Broward County, Florida

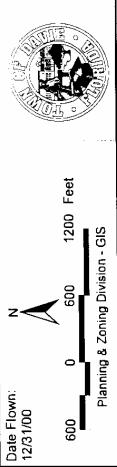
Lot 129of KAPOK GROVE ESTATES as recorded in Plat Book 160, Page 48 of the Public Records of Broward County, Florida

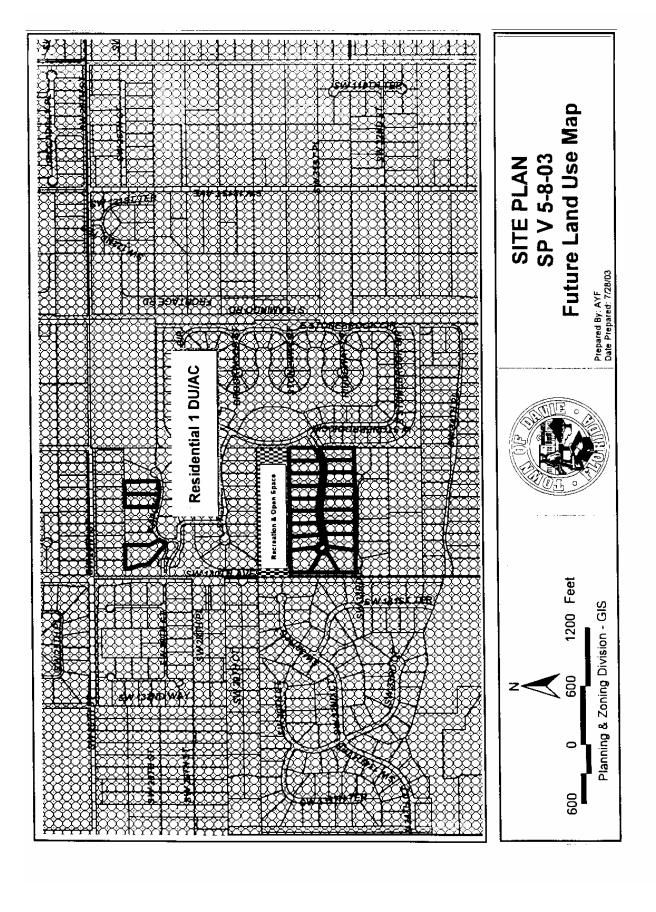
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SITE PLAN SP 5-8-03 Zoning and Aerial Map

Prepared By: AYF Date Prepared: 7/28/03





Stonebrook Estates

July 25, 2003

<u>Location</u>: Stonebrook Estates is located between Flamingo Road and SW 130th Avenue, approximately 2 ½ miles South of Interstate 595.

Justification: Stonebrook Estates (the "Project") desires to modify the side yard building setbacks for twenty-two (22) single family lots from 25' to 15' to accommodate homes with wider elevations and side loading garages. The twenty-two (22) lots are within a section of the Project which was approved under the Town's repealed E Zoning District. The wider elevations are currently accommodated on smaller lots within the Project but many buyers are requesting the ability to purchase homes with the wider elevations for placement on the larger lots. The allowable maximum lot coverage is and will remain 40%. The rear yard setback will be increased from 20' to 50' which will offset any reduction in the side yard setbacks. This will result in no net loss of open space with respect to any lot or the Project as a whole. The Developer has agreed to contribute \$10,000.00 to the Town's Open Space and Recreation Fund for trees and landscaping of which \$5,000.00 will be allocated to the Oak Tree Equestrian Park and \$5,000.00 to the Old Davie School.

Index of Drawings:

- 1. Cover page
- 2. Site Plan (pages 1 and 2)

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